

1 KRISTINE A. THAGARD, #094401
kthagard@marshackhays.com
2 TINHO MANG, #322146
tmang@marshackhays.com
3 MARSHACK HAYS LLP
870 Roosevelt
4 Irvine, CA 92620
Telephone: (949) 333-7777
5 Facsimile: (949) 333-7778

6 Attorneys for Chapter 7 Trustee,
RICHARD A. MARSHACK
7

8 UNITED STATES BANKRUPTCY COURT

9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10 In re

11 NORTHERN HOLDING, LLC,

12 Debtor.
13
14
15
16
17

Case No. 8:20-bk-13014-MW

Chapter 7

CHAPTER 7 TRUSTEE’S SECOND
MOTION FOR ORDER FURTHER
EXTENDING TIME TO ASSUME OR
REJECT EXECUTORY CONTRACTS
PURSUANT TO 11 U.S.C. § 365(A);
MEMORANDUM OF POINTS OF
AUTHORITIES; DECLARATION OF
RICHARD A. MARSHACK IN SUPPORT

Date: December 13, 2021

Time: 2:00 p.m.

Ctrm: 6C

Address: 411 W. Fourth Street, Santa Ana,
CA 92701

18
19
20 TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY JUDGE, THE
21 OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

22 Richard A. Marshack, in his capacity as Chapter 7 Trustee (“Trustee”) of the Bankruptcy
23 Estate (“Estate”) of Northern Holding, LLC (“Debtor”), respectfully submits this motion (“Motion”)
24 for an order further extending the deadline to assume certain unexpired leases and executory
25 contracts together with any and all related agreements an additional four months until March 11,
26 2022, or, in the alternative, if the Court will not extend the time to assume or reject executory
27 contracts, to set a deadline by which the Trustee must file a motion to authorize the Trustee to
28 assume the unexpired leases described below. The Trustee respectfully represents as follows:

1 **1. Summary of Argument**

2 Unexpired leases and executory contracts are deemed rejected in a Chapter 7 case if not
3 assumed or rejected by the deadline, which is currently set by order of the Court to be on November
4 12, 2021. Debtor's primary assets and its pre-petition business included the maintenance of
5 vineyards and production of wine on over 470 acres of property in Paso Robles, California. Due to
6 the nature of the Debtor's assets, there are some pre-petition executory contracts (such as, crucially,
7 insurance contracts) which remain and have not been assumed, rejected, or deemed rejected.

8 Trustee has negotiated and previously presented a purchase and sale agreement ("PSA")
9 between himself and Riboli Paso Robles, LLC ("Buyer") to sell the Estate's interest in real property
10 commonly known as 2380 Live Oak Road, Paso Robles, CA ("Live Oak Property"). The Trustee has
11 obtained an order from the Court approving overbid procedures in connection with the Live Oak
12 Property, and has scheduled a hearing for the sale of the Live Oak Property for December 13, 2021.
13 Additionally, negotiations remain ongoing regarding the other properties referred to as the San
14 Marcos Property and Texas Road Property. Because all of these real properties appear to be
15 overencumbered by the lien in favor of Farm Credit West, FCLA ("FCW"), negotiations remain
16 ongoing regarding whether these properties will be liquidated by the Trustee or abandoned to FCW.
17 To ensure that the value of all of the properties is maintained and preserved, the Trustee requests a
18 further extension of the deadline to assume or reject executory contracts so that any contracts which
19 a future buyer considers valuable may be assumed and assigned, and any other valueless contracts
20 may be at a later date rejected.

21 **2. Procedural Background**

22 On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter 11 of
23 Title 11 of the United States Code, initiating the instant bankruptcy case.

24 FCW was the principal creditor of the Debtor and held a duly perfected blanket lien over all
25 personal and real property assets of Debtor.

26 Debtor's principal assets consisted of real properties which are logically grouped as follows:

27 (1) the Live Oak Property which consists of a 7,500 square-foot luxury residence and a 160-acre
28 vineyard property; and (2) the San Marcos and the Texas Road Properties that consist of

1 approximately 360 acres of vineyard land, with the San Marcos Property also including an
2 architecturally distinctive, medium-size wine processing facility.

3 On November 6, 2020, as Dk. No. 11, FCW filed a motion for relief from the automatic stay
4 regarding the real properties. In short, FCW has a blanket lien in the approximate amount of \$19-20
5 million over all assets of Debtor including the Live Oak Property, while the estimated value of the
6 Debtor's assets is well short of that amount. As such, FCW is likely an undersecured creditor.

7 On November 10, 2020, as Dk. No. 17, Debtor filed its schedules and statement of financial
8 affairs ("Schedules").

9 On February 16, 2021, as Dk. No. 60, the Office of the United States Trustee ("OUST") filed
10 a motion to dismiss or convert the case for cause pursuant to 11 U.S.C. § 1112(b).

11 On June 15, 2021, as Dk. No. 116, the Court entered an order converting the case to Chapter
12 7. Richard A. Marshack (previously defined as "Trustee") was appointed as Chapter 7 trustee.

13 On July 16, 2021, as Dk. No. 138, Trustee filed his first motion to extend the statutory
14 deadline to assume certain unexpired leases and executory contracts ("First Extension Motion").

15 On August 9, 2021, as Dk. No. 187, the Trustee filed a motion to approve farm operator
16 agreement and for authorization to operate Debtor's business for the limited purpose of completing
17 the Fall 2021 harvest of current crop of fruit ("Operate Motion"). On September 7, 2021, as Dk. No.
18 211, the Court entered an order granting the Operate Motion.

19 On August 10, 2021, as Dk. No. 188, the Court entered an order granting the First Extension
20 Motion and extending the deadline to November 12, 2021 ("First Extension Order"). A true and
21 correct copy of the First Extension Order is attached to the Declaration of Richard A. Marshack as
22 Exhibit "1."

23 On August 31, 2021, as Dk. No. 207, the Trustee entered into a stipulation for turnover of the
24 Live Oak Property with Erich and Joanne Russell ("Russell Stipulation"). Through the Russell
25 Stipulation, the parties agreed that among other things, the leases including the Live Oak Lease and
26 Garrett Lease would be voluntarily and mutually terminated. As of November 10, 2021, all parties
27 have vacated the Live Oak Property and the Trustee is taking steps to secure and re-key the Live Oak
28 Property.

1 On September 7, 2021, as Dk. No. 210, the Court entered an order granting relief from stay
2 to FCW pursuant to the stipulated terms agreed to by Trustee and FCW. Importantly, the stipulated
3 terms provided that no enforcement action would be taken against the Live Oak Property before
4 December 1, 2021 (“Enforcement Deadline”).

5 On September 28, 2021, Trustee and Riboli Paso Robles, LLC (previously defined as
6 “Buyer”) executed the PSA for the sale of those specified assets listed and described in Article I of
7 the PSA (which includes, essentially, the Live Oak Property).

8 On October 4, 2021, as Dk. No. 227, the Trustee filed a motion to authorize exploratory
9 water well drilling by the Buyer in the course of its due diligence. The permits for well drilling
10 were submitted to the County of Paso Robles and were issued on or around October 18, 2021.

11 On October 5, 2021, as Dk. No. 232, the Trustee filed a motion for order approving overbid
12 procedures for the sale of the Live Oak Property (“Bid Motion”).

13 On October 20, 2021 as Dk. No. 238, the Court entered an order approving the Bid Motion
14 and set a scheduling order for the filing and hearing of a sale motion. A hearing on the future sale
15 motion was scheduled for December 13, 2021 at 2:00 p.m.

16 On November 1, 2021, as Dk. No. 242, the Court entered an order authorizing the Buyer to
17 proceed with water well drilling. Trustee and Buyer were subsequently informed that the drilling
18 company was extremely busy and was unable to immediately begin the well drilling project, which
19 would take approximately two weeks after breaking ground. The estimated time for beginning the
20 project is in mid-December to mid-January of next year.

21 Because of the unanticipated delay in commencing well drilling which is not attributable to
22 either Trustee or Buyer, the parties anticipate seeking permission from the Court to set a later sale
23 date than originally requested. As a result, all appurtenant deadlines may also have to be continued
24 to permit the well drilling and due diligence to be completed to Buyer’s satisfaction.

25 ///

26 ///

27

28

1 **3. Legal Argument**

2 **A. The deadline to assume or reject executory contracts may be**
3 **extended for cause.**

4 In a Chapter 7 case, “if the trustee does not assume or reject an executory contract or
5 unexpired lease of residential real property or of personal property of the debtor within 60 days after
6 the order for relief...” then “such contract or lease is deemed rejected.” 11 U.S.C. § 365(d)(1); *see*
7 *Pinnacle Restaurant at Big Sky, LLC v. CH SP Acquisitions (In re Spanish Peaks Holdings II, LLC)*,
8 862 F.3d 1148, 1156 (9th Cir. 2017). The court may allow the trustee “additional time” to assume or
9 reject an executory contract “for cause.” 11 U.S.C. § 365(d)(1). A number of important factors are
10 involved when the court makes a determination of whether there is cause to allow additional time to
11 assume or reject an executory contract. *In re Victoria Station*, 88 B.R. 231, 236 n.7 (B.A.P. 9th Cir.
12 1988) (citing *In re Wedtech Corp.*, 72 B.R. 464, 471-73 (Bankr. S.D.N.Y. 1987)). While this is not a
13 Chapter 11 case, the term “for cause” is not defined for the purposes of Section 365(d)(1). *See*
14 *Hickman v. Hana (In re Hickman)*, 384 B.R. 832, 840 (B.A.P. 9th Cir. 2008) (“The term ‘for cause’
15 is defined in the Bankruptcy Code only by way of a list of three examples – unreasonable delay
16 prejudicial to creditors, nonpayment of filing fees, and not filing schedules – that is plainly
17 incomplete”).

18 When the First Extension Motion was filed by the Trustee, the timing and anticipated
19 schedule for closing a sale of the Debtor’s properties was unknown. The Trustee determined,
20 however, that it was appropriate to maintain the status quo and retain the option to either assume or
21 reject the Debtor’s various executory contracts and unexpired leases in the event that any buyer for
22 any or all of the properties was interested in taking an assumption of the leases or contracts. Because
23 there is now a framework for a sale of the properties, and a tentative schedule, the Trustee must
24 continue to preserve the status quo and keep the option of assumption or rejection of any
25 valuable/valueless contract available for Buyer and any interested overbidder(s). There is good cause
26 to enter a second order to further extend the deadline to assume or reject executory contracts. In
27 preliminary discussions with FCW, the Trustee is informed that FCW may be willing (although no
28 such agreement has been confirmed) to extend the Enforcement Deadline from December 1, 2021 to

1 some time in early 2022, with a sale of property to close no later than March 2022. Thus, the
2 requested extended deadline encompasses this likelihood and timeline.

3 **4. Conclusion**

4 Trustee requests that this Court enter an order:

- 5 (1) Granting the Motion in its entirety;
- 6 (2) Further extending the deadline pursuant to 11 U.S.C. § 365 to assume or reject
7 any executory contracts and unexpired leases from November 12, 2021,
8 through and including March 11, 2022, or any other time period which the
9 Court considers reasonable and proper; and
- 10 (3) Granting to the Trustee such other and further relief as the Court may deem
11 just and proper.

12 DATED: November 10, 2021

MARSHACK HAYS LLP

14 By: /s/ D. Edward Hays

15 D. EDWARD HAYS

16 DAVID A. WOOD

TINHO MANG

Attorneys for Chapter 7 Trustee

17 RICHARD A. MARSHACK

Declaration of Richard A. Marshack

I, RICHARD A. MARSHACK, declare and state as follows:

1. I am the Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Northern Holding, LLC ("Debtor").

2. I am an individual over 18 years of age and competent to make this declaration. Except as set forth as matters of judicial notice, I have personal knowledge of the matters set forth in this Declaration, and if called upon to do so I could and would competently testify to these facts.

3. I make this declaration in support of my motion for an order further extending the deadline to assume certain unexpired leases and executory contracts together with any and all related agreements ("Motion").

4. Capitalized terms not defined in this declaration shall have the meaning ascribed to them in the Motion.

5. A true and correct copy of the Court's order extending the deadline for me to assume or reject executory contracts and unexpired leases is attached as Exhibit "1."

6. Although I originally requested and expected that I would be able to conduct a sale hearing for the Live Oak Property on December 13, 2021, I was advised that due to the current volume of work for Miller Drilling Company, they would be unable to immediately begin to drill for water as required by the Buyer. Because the drilling has been delayed, the sale process will similarly be delayed because the Buyer is unwilling to waive the water contingencies until the full due diligence has been performed.

7. I am also informed that Farm Credit West may be willing to extend the December 1, 2021 deadline to allow the sale of the properties to close no later than March 2022. I believe it is in the best interest of the Estate to keep the option open for the Estate to assume and assign executory contracts to any future buyer, and on that basis there is good cause for an extension to March 2022.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 11, 2021.



RICHARD A. MARSHACK

EXHIBIT 1

1 D. EDWARD HAYS, #162507
ehays@marshackhays.com
2 DAVID A. WOOD, #272406
dwood@marshackhays.com
3 TINHO MANG, #322146
tmang@marshackhays.com
4 MARSHACK HAYS LLP
870 Roosevelt Avenue
5 Irvine, CA 92620
Telephone: (949) 333-7777
6 Facsimile: (949) 333-7778

7 Attorneys for Chapter 7 Trustee,
RICHARD A. MARSHACK
8

9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION
11

12 In re
13 NORTHERN HOLDING, LLC,
14 Debtor.

Case No. 8:20-bk-13014-MW

Chapter 7

ORDER GRANTING CHAPTER 7
TRUSTEE'S MOTION TO EXTEND
TIME TO ASSUME OR REJECT
EXECUTORY CONTRACTS
PURSUANT TO 11 U.S.C. § 365

[Relates to Docket No. 138]

Hearing:

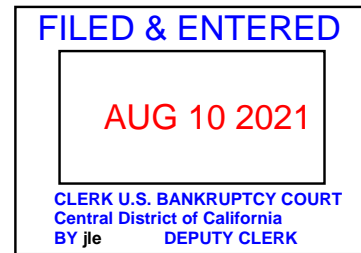
Date: August 9, 2021

Time: 2:00 p.m.

Ctrm: 6C

411 W. Fourth Street, Santa Ana, CA 92701

21 On August 9, 2021, the Court held a hearing on the motion filed by the Chapter 7 trustee
22 Richard A. Marshack ("Trustee") entitled *Chapter 7 Trustee's Motion for Order Further*
23 *Extending Time to Assume Or Reject Executory Contracts Pursuant to 11 U.S.C. § 365(a)*;
24 Memorandum of Points of Authorities; Declaration of Richard A. Marshack In Support, which
25 was filed on July 16, 2021 as Docket No. 138 ("Motion"). Prior to the hearing, no opposition or
26 response was filed by any party. At the hearing, Tinho Mang of Marshack Hays LLP appeared
27 on behalf of the Trustee and Sloan Youkstetter appeared on behalf of the Debtor, Northern
28 Holding, LLC.



1 Based on the statements of counsel at the hearing and noting the lack of opposition to the
2 Motion, the Court has found good cause to grant the Motion in its entirety.

3 IT IS ORDERED THAT:

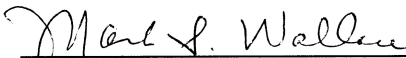
4 1. The Motion is granted in its entirety;

5 2. The Trustee's deadline pursuant to 11 U.S.C. § 365 to assume or reject any
6 executory contracts and unexpired leases is extended from August 13, 2021, through and
7 including November 12, 2021 ("Extended Deadline"); and

8 3. No unexpired leases or executory contracts have been deemed rejected as of the
9 entry of this order.

10 ###

11
12
13
14
15
16
17
18
19
20
21
22
23 Date: August 10, 2021


Mark S. Wallace
United States Bankruptcy Judge

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **CHAPTER 7 TRUSTEE'S SECOND MOTION FOR ORDER FURTHER EXTENDING TIME TO ASSUME OR REJECT EXECUTORY CONTRACTS PURSUANT TO 11 U.S.C. § 365(A); MEMORANDUM OF POINTS OF AUTHORITIES; DECLARATION OF RICHARD A. MARSHACK IN SUPPORT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **November 10, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:** On **November 11, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR

NORTHERN HOLDING, LLC
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,
OR TO ANY OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE SERVICE
13217 JAMBOREE RD #429
TUSTIN, CA 92782

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **November 11, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY

PRESIDING JUDGE'S COPY

HONORABLE MARK S. WALLACE
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE
411 WEST FOURTH STREET, SUITE 6135 / COURTROOM 6C
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

November 11, 2021
Date

Layla Buchanan
Printed Name

/s/ Layla Buchanan
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): CONTINUED:

- **INTERESTED PARTY COURTESY NEF:** William H Brownstein Brownsteinlaw.bill@gmail.com
- **INTERESTED PARTY COURTESY NEF:** Steve Burnell sburnell@sulmeyerlaw.com, msilva@tomcaseylaw.com
- **ATTORNEY FOR U.S. TRUSTEE (SA):** Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Michael J Gomez mgomez@frandzel.com, dmoore@frandzel.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR RESPONDENTS ERICH RUSSELL AND JOANNE RUSSELL:** Kari L Ley Ley1238@att.net
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Tinho Mang tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **TRUSTEE RICHARD A MARSHACK (TR):** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **ATTORNEY FOR INTERESTED PARTY BANK DIRECT CAPITAL FINANCE:** Elissa Miller emiller@sulmeyerlaw.com, emillersk@ecf.inforuptcy.com; ccaldwell@sulmeyerlaw.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Roksana D. Moradi-Brovia roksana@rhmfirm.com, matt@rhmfirm.com; janita@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; priscilla@rhmfirm.com; pardis@rhmfirm.com; russ@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; sloan@rhmfirm.com
- **ATTORNEY FOR CREDITOR ADLER BELMONT GROUP, INC.:** Paul F Ready tamara@farmerandready.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Matthew D. Resnik matt@rhmfirm.com, roksana@rhmfirm.com; janita@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; priscilla@rhmfirm.com; pardis@rhmfirm.com; russ@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; sloan@rhmfirm.com
- **ATTORNEY FOR INTERESTED PARTY RIBOLI PASO ROBLES, LLC:** Victor A Sahn vsahn@sulmeyerlaw.com, pdillamar@sulmeyerlaw.com; pdillamar@ecf.inforuptcy.com; vsahn@ecf.inforuptcy.com; cblair@sulmeyerlaw.com; cblair@ecf.inforuptcy.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Kristine A Thagard kthagard@marshackhays.com, kthagard@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **UNITED STATES TRUSTEE (SA):** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Reed S Waddell rwaddell@frandzel.com, sking@frandzel.com
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com
- **INTERESTED PARTY COURTESY NEF:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

2. SERVED BY UNITED STATES MAIL: CONTINUED:

SECURED CREDITOR / POC
ADDRESS

ELRICH RUSSELL
C/O KARI L. LEY, ATTORNEY AT
LAW
264 CLOVIS AVENUE, SUITE 208
CLOVIS, CA 93612

SECURED CREDITOR / POC ADDRESS

ERICH RUSSELL & JOANNE RUSSELL
2380 LIVE OAK ROAD
PASO ROBLES, CA 93446-9693

SECURED CREDITOR

FARM CREDIT WEST
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
3755 ATHERTON RD
11707 FAIR OAKS BLVD
ROCKLIN, CA 95765

**SECURED CREDITOR / POC
ADDRESS**

FARM CREDIT WEST, FLCA
C/O MICHAEL J. GOMEZ
FRANDZEL ROBINS BLOOM &
CSATO, L.C.
1000 WILSHIRE BOULEVARD,
19TH FLOOR
LOS ANGELES, CA 90017-2457

SECURED CREDITOR / POC ADDRESS

FARM CREDIT WEST, FLCA
ATTN: KEVIN E. RALPH
3755 ATHERTON DRIVE
ROCKLIN CA 95765-3701

**SECURED CREDITOR / POC
ADDRESS**

JAMES W. HAMILTON ACTTC
SAN LUIS OBISPO TAX COLLECTOR
1055 MONTEREY STREET
SUITE D-290
SAN LUIS OBISPO CA 93408-1003

SECURED CREDITOR

MORTGAGE LENDER SERVICES
AS AGENT
FARM CREDIT WEST, FLCA, AS
TRUSTEE
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE
11707 FAIR OAKS BLVD
FAIR OAKS, CA 95628-2816